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July 15, 2004

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**REQUEST TO APPROVE A VOLUNTARY INTERCONNECTION
AGREEMENT PURSUANT TO 47 U.S.C. § 252(E)**

Lynda Dorr, Secretary
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707

Re: Application for the Approval of Amendment No. 1
to the Interconnection, Resale and Unbundling Agreement
Between Bayland Communications, Inc. and
CenturyTel of the Midwest-Kendall, LLC
Our File No.: 9102.54183

Dear Ms. Dorr:

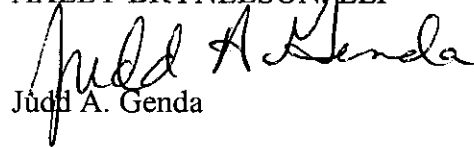
Bayland Communications, Inc. hereby requests approval pursuant to 47 U.S.C. § 252, of the enclosed Amendment No. 1 to the Interconnection, Resale and Unbundling Agreement by and between Bayland Communications, Inc. and CenturyTel of the Midwest-Kendall, LLC (the "Agreement").

I have been authorized by CenturyTel of the Midwest-Kendall, LLC to submit for Commission approval, pursuant to 47 U.S.C. § 252(e), the enclosed Agreement.

I hereby certify that a copy of this filing has been served on CenturyTel of the Midwest-Kendall, LLC, Fran Runkel, 333 North Front Street, La Crosse, WI 54601, by United States mail, postage prepaid, on July 12, 2004.

Sincerely,

AXLEY BRYNELSON/LLP



Judd A. Genda

JAG/led

cc: Fran Runkel (*w/enc., via U.S. Mail*)
Roger Hensen (*w/o enc.*)
Daniel T. Hardy (*w/o enc.*)

**AMENDMENT NO. 1
to the
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT**

by and between

BAYLAND COMMUNICATIONS, INC.

AND

CENTURYTEL OF THE MIDWEST-KENDALL, LLC.

This Amendment No. 1 ("Amendment") to the Interconnection, Resale and Unbundling Agreement ("the Agreement") shall be effective on February 1, 2004, by and between CenturyTel of Midwest-Kendall, LLC ("CenturyTel") and Bayland Communications, Inc. ("Bayland"). CenturyTel and Bayland are hereinafter sometimes referred to collectively at the "Parties" and individually as a "Party".

RECITALS

WHEREAS, CenturyTel and Bayland entered into the Agreement, which was subsequently approved by the Public Service Commission of Wisconsin ("Commission") in Docket 05-TI-576 on March 15, 2002; and

WHEREAS, CenturyTel and Bayland have mutually agreed to make certain revisions to the terms and conditions of the Agreement.

NOW, WHEREFORE, CenturyTel and Bayland agree to amend the Agreement as follows:

- (1) Article III, Section 2.1, shall be amended to extend the termination date of the Agreement from January 31, 2004, to July 31, 2005.
- (2) Appendix F-2, Existing Virtual Copper and Collocation and Interconnection Agreements, shall be amended by deleting the current subsection titled "Collocation" and replacing it with the following:

Collocation

Oconto - Equipment Space and Power Agreement Amendment 2.

Oconto Falls - Equipment Space and Power Agreement Amendment 2.

This Amendment extends the Equipment Space and Power Agreement Amendment 2 for the Oconto and Oconto Falls offices to July 31, 2005.

- (3) Line Sharing is no longer provided by CenturyTel as an Unbundled Network Element (UNE). Any reference to Line Sharing in Article VII or elsewhere in the Agreement as a UNE offered to Bayland shall be struck and shall no longer be valid.
- (4) Article II shall be amended to revise certain definitions or to add new definitions as set forth in Attachment I to this Amendment and are incorporated herein by reference.
- (5) The interconnection and compensation arrangements between the Parties as of the effective date of this Amendment are set forth in Attachment II to this Amendment and are incorporated herein by reference. Any new interconnection requests hereafter shall be upon mutual agreement of the Parties and subject to the terms and conditions of the Agreement and of this Amendment.
- (6) Winback Marketing - The Parties agree to comply with state and federal Winback regulations which limits use of carrier change information to engage in Winback marketing efforts.
- (7) Article V, Section 3.2.2 shall be amended to add the following sub-section:

3.2.2.1 Identification of Information Access Traffic.

The Parties will presume Local Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is Information Access Traffic and not subject to reciprocal compensation. Either Party may rebut this presumption by demonstrating the factual ratio to the Commission or by requesting that Information Access Traffic be isolated on distinct interconnection facilities. The Party serving the Information Service Provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such trunks or facility.
- (8) The Parties shall agree within thirty (30) days of the effective date of this Amendment to procedures to be used to exchange certain loop qualification information that Bayland needs in order to determine whether Bayland can provide DSL services to its end-user customer(s) served by a particular CenturyTel loop.
- (9) EXCEPT AS MODIFIED OR SUPPLEMENTED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, AND SUCH TERMS ARE HEREBY INCORPORATED BY REFERENCE AND THE PARTIES HEREBY AFFIRM THE TERMS AND PROVISIONS THEREOF.

- (10) This Amendment shall be filed with, and subject to approval by, the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 10th day of June, 2004, by Bayland Communications, Inc. signing by and through its duly authorized representative, and CenturyTel of Midwest-Kendall, LLC, signing by and through its duly authorized representative.

Bayland Communications, Inc.

By: 

Title: Vice President

Name: Roger Hermanson

Date: 6-10-04

CenturyTel of Midwest-Kendall, LLC

By: 

Title: Director Corporate Carrier Relations

Name: Guy Miller

Date: 6/23/04

Attachment I

Article II (Definitions) shall be amended as follows:

A. Section 1.58 (Local Traffic) shall be amended to read as follows:

1.58 Local Traffic

Local Traffic is traffic that is originated and terminated within the CenturyTel Local Calling Area. Local Traffic does not include any Information Access Traffic or VNXX Traffic. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS".

B. The following Definitions shall be added to Article II:

1.97 Information Access Traffic

Information Access Traffic, for the purpose of this Agreement, is traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Information Access Traffic is not Local Traffic unless the traffic is between an end-user and an ISP physically located in the same CenturyTel Local Calling Area. The term Information Access Traffic does not include transmission of voice telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol. Information Access Traffic is not subject to reciprocal compensation between the Parties.

1.98 Information Service Provider or "ISP"

A provider of Information Service, as defined in 47 U.S.C. 153(20). Information Service Provider includes, but is not limited to, Internet Service Providers.

1.99 Local Calling Area

Local Calling Area includes the local exchange service area, and any mandatory Extended Area Service (EAS) exchanges or Extended Community Calling (ECC), as defined in CenturyTel local exchange tariffs.

1.100 Virtual NXX Traffic (VNXX Traffic).

As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a Parties' Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the Customer's actual physical premise location.

Attachment II
**Network Interconnection Diagram and Compensation for Facilities Existing
Interconnection**

Loop interconnection Point(s)

CenturyTel's Oconto switching office located at 318 Superior Avenue, Oconto Wisconsin.

CenturyTel's Oconto Falls switching office located at 200 Caldwell, Oconto Falls, Wisconsin.

Interconnection Facilities and Compensation

Interconnection Point (IP) for local traffic exchange is at CenturyTel's Marinette Central Office (MRNTWIXADSA). Each Party will provide transport to the IP at no cost to the other Party.

Trunking - Each Party provisions trunks on the interoffice facilities at no cost to the other carrier.

Call Termination - Subject to Article V 3.2.2. Bill and Keep.